

**05-1101**  
**IN THE UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF TEXAS**  
**HOUSTON DIVISION**

United States Courts  
Southern District of Texas  
FILED

MAR 31 2005

Michael N. Milby, Clerk of Court

**JOHN B. BERRY, TRUSTEE**  
**Plaintiff**

**V.**

**WPS, INC., ET AL**  
**Defendants**

§  
§  
§  
§  
§  
§  
§

**CIVIL ACTION NO \_\_\_\_\_**  
**JURY**

**NOTICE OF REMOVAL OF CIVIL ACTION**

COMES NOW, WPS, Inc., and files this, its Notice of Removal of an action styled John B. Berry, Trustee v. WPS, Inc., et al, Cause Number 2005-08446, presently pending in the 152<sup>nd</sup> District Court of Harris County, Texas, to the United States District Court for the Southern District of Texas, Houston Division, and as grounds therefor would show the Court as follows:

I.

PARTIES

1.01. Plaintiff, John B. Berry, Trustee, was at the time of commencement of this action and still is a citizen of the State of Texas.

1.02 Defendant, WPS, Inc., was at the time of the commencement of this action and still is a corporation incorporated under the laws of the State of Louisiana with its principal place of business in the State of Louisiana. Defendant, WPS, Inc. was not, at the time of the commencement of this action, and is not now, a citizen of the State of Texas, wherein this suit was brought.

1.03. Defendant, Seth Williamson, was at the time of the commencement of this action and still is an individual who resides in the State of Louisiana and is a citizen of the State of Louisiana.

Seth Williamson was not, at the time of the commencement of this action, and is not now, a citizen of the State of Texas, wherein this suit was brought.

## II.

### BACKGROUND

2.01. This is a civil suit. Plaintiff filed this civil action against Defendant, WPS, Inc., on February 7, 2003. Defendants were served in Louisiana with citation on March 1, 2005. Plaintiff alleges that Plaintiff and Defendants executed a document that is inaccurately and erroneously characterized as a "Sale and Leaseback Agreement" in Plaintiff's pleadings. (Plaintiff's Original Petition, attached hereto as Exhibit "A"). Plaintiff alleges that Defendants committed an anticipatory breach of this purported agreement, that Defendants defaulted on this purported agreement, and that Defendants attempted to defraud Plaintiff but does not state how.

2.02. There is no doubt that the amount in controversy with respect to the claims alleged by Plaintiff against Defendant, WPS, Inc., exceeds \$75,000.00. Plaintiff's attorney alleges his attorney's fees are at least \$100,000.00. (See Paragraph 9 of Plaintiff's Original Petition, attached as Exhibit "A"). This alone is sufficient to satisfy the amount in controversy requirement set forth in 28 U.S.C. § 1332. *See Lewis v. State Farm Lloyds*, 205 F.Supp.2d 706 (S.D. Tex. 2002); *Chittick v. Farmers Ins. Exch.*, 844 F.Supp. 1153, 1155 (S.D. Tex. 1994).

2.03 Furthermore, among the damages and relief sought by Plaintiff in his pleadings include requests for exemplary damages and for enforcement and specific performance of a purported and alleged agreement. (See Paragraph 11 of Plaintiff's Original Petition). The alleged agreement that Plaintiff apparently contends is controlling is attached to Plaintiff's original petition and also demonstrates that the amount in controversy in this case far exceeds the threshold level of \$75,000.00.

III.

GROUND FOR REMOVAL

3.01. The above-described action is one over which this Court has original jurisdiction under the provisions of 28 U.S.C. § 1332, and is one which may be removed to this Court pursuant to the provisions of 28 U.S.C. § 1441, in that it is a civil action wherein the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, as appears from the allegations contained in Plaintiff's Original Petition, and also in other papers from Plaintiff, and is between citizens of different states.

3.02. As shown herein, the requirements of 28 U.S.C. § 1332 are satisfied as there is complete diversity among the parties pursuant to 28 U.S.C. § 1332(a) and the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs; therefore, this case is properly removable to this Court pursuant to 28 U.S.C. § 1332 and § 1441.

3.03. Defendant files herewith a copy of all process, pleadings and orders filed, served or rendered in this action, and is simultaneously herewith filing a copy of this petition for removal with the district court of Harris County, Texas.

3.04. No act of Congress prohibits the removal of this cause, and this cause is removable under 28 U.S.C. § 1441, *et seq.*

3.05. This Notice of Removal has been filed within 30 days of the service of Plaintiff's Original Petition upon Defendants.

IV.

4.01. Pursuant to Local Rule 81, Defendant attaches and files the following documents with the Court.

- All executed process in the case are attached as Exhibit "B";
- Pertinent Pleadings are attached as Exhibit "C";
- No orders have been signed by the state judge; therefore none are attached;
- A copy of the civil docket sheet is attached as Exhibit "D";
- A list of all counsel of record is attached as Exhibit "E".
- An index of documents filed with the Court is attached as Exhibit "F".

WHEREFORE, Defendant, WPS, Inc. prays that the above-entitled cause be removed to the United States District Court for the Southern District of Texas, Houston Division.

Respectfully submitted,

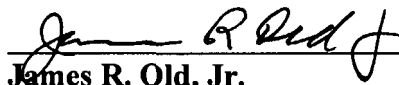
**GERMER GERTZ, L.L.P.**

Post Office Box 4915

Beaumont, Texas 77704

(409) 654-6700 – Telephone

(409) 835-2115 – Telecopier



**James R. Old, Jr.**

**Attorney In Charge**

State Bar No. 15242500

Southern Dist. No. 10751

**James W. Henges**

State Bar No. 00790860

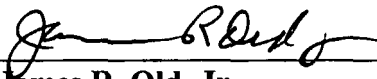
**ATTORNEYS FOR DEFENDANT, WPS, INC.**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing instrument has been forwarded to all counsel of record on this the 31<sup>st</sup> day of March, 2005.

Mr. Thomas G. Bousquet  
BOUSQUET & JACKSON, P.C.  
5718 Westheimer #700  
Houston, Texas 77057

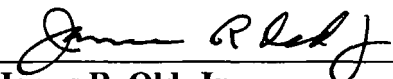
**VIA CERTIFIED MAIL, RRR**

  
James R. Old, Jr.

**CERTIFICATE OF CONFERENCE**

This is not a motion. Therefore, no conference is required pursuant to Local Rule 7.1. Plaintiff's attorney has been contacted and has been advised that this notice of removal is being filed.

Mr. Thomas G. Bousquet  
BOUSQUET & JACKSON, P.C.  
5718 Westheimer #700  
Houston, Texas 77057

  
James R. Old, Jr.

## **EXHIBIT “A”**



Civil Practice and Remedies Code because this lawsuit involves a written contract that expressly names said county for performance.

6. *Default.* Defendants defaulted in the performance of the Agreement. Plaintiff seeks specific performance of the contract and/or his damages and attorney's fees..

7. *Conditions Precedent.* All conditions precedent have been performed or have occurred.

8. *Fraud.* Defendants have attempted to defraud Plaintiff and Plaintiff seeks his damages and exemplary damages.

9. *Attorney's Fees.* Defendants' default has made it necessary for Plaintiff to employ the undersigned attorney to file suit. This claim was timely presented to Defendants and remains unpaid. Reasonable fees for the attorney's services rendered and to be rendered are at least \$100,000.00.

10. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

11. *Prayer.* Plaintiff prays that-

- a. Defendants be cited to appear and answer;
- b. Plaintiff be granted judgment for specific performance of the contract;
- c. Plaintiff be granted judgment for his damages and exemplary damages;
- d. Plaintiff be granted judgment for prejudgment and postjudgment interest on the matured, unpaid debt at the highest legal or contractual rate allowed by law;
- e. Plaintiff be granted judgment for at least \$100,000.00 as reasonable attorney's fees, with additional contingent amounts in the event of appellate proceedings;
- f. Plaintiff be granted judgment for all costs of court; and



g. Plaintiff be granted all further relief to which Plaintiff may be entitled.

Respectfully submitted,

BOUSQUET & JACKSON P.C.

By: 

THOMAS G. BOUSQUET

Texas Bar No. 02717000

5718 Westheimer #700

Houston, Texas 77057

Tel. (832)251-3501

Fax. (832)242-5607

ATTORNEY FOR PLAINTIFF

JOHN B. BERRY, TRUSTEE

PLAINTIFF DEMANDS A TRIAL BY JURY

Letter of Agreement

December 20, 2004

Mr. Seth Williamson, President  
Williamson Production Services, Inc.  
1110 Unifab Road, Suite A  
New Iberia, LA 70560

ORIGINAL #1

Re: Sale/Leaseback of Lease Fleet of Williamson Production Services, Inc. ("WPS" and "Seller") to various clients as Lessee's for Compressor Equipment property and all appurtenances thereto; as more fully described in EXHIBIT "A" containing six (6) pages attached hereto and incorporated herein by reference (the "Equipment Property").

---

Dear Mr. Williamson:

I, as Trustee-Purchaser, have received certain information regarding WPS and the above described Equipment Property from Seller and Seller's Consultant, George H. Reid Investments, Inc. ("Consultant"). Based on the information submitted, I, in my capacity as Trustee-Purchaser, herewith submit this Letter of Agreement offer to purchase and sale for said Equipment Property and the Leaseback of this Equipment Property by Seller subject to the following terms and conditions:

1. **Purchase Price.** Purchaser shall pay Seller the sum of Ten million five hundred eighty thousand DOLLARS (\$10,580,000.00) for the Equipment Property.
2. **Payment Terms.** All cash at closing. All payments described herein shall be in US Dollars only.
3. **Closing.** Closing of this transaction shall be on or before forty five (45) Business Days after execution and delivery to Seller (at Seller's address herein) by Purchaser, the Formal Documentation Purchase, Sale, and Leaseback Agreement as called for in Paragraph 4 hereof, to the office of Partners Title Company, 712 Main Street, Houston, Texas, Attn: Jim Suttles.
4. **Formal Documentation.** Within fifteen (15) Business Days after the execution of the Letter of Agreement by both Purchaser and Seller as the Parties hereto, Purchaser shall deliver to Seller a Purchase and Sale Agreement and Leaseback Agreement and other documentation (Formal Documentation) executed by Purchaser and such other documents as may be necessary in the sole discretion of Purchaser which Seller agrees to execute and return without delay. The Purchase and Sale Agreement, Leaseback Agreement, and other documents shall supersede and take precedence to this Letter of Agreement; and in the event any of the terms and conditions of this transaction shall vary between this Letter of Agreement and the Purchase and Sale Agreement, the terms and conditions of the Purchase and Sale Agreement and Leaseback Agreement and other documents shall prevail.

-continued-

December 20, 2004

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5. **Purchaser Reviews.** This offer is subject to Purchaser's review and verification to Purchaser's sole satisfaction of any and all property, data, and facts, including and without limitation of all Equipment Property for this transaction as described on the attached EXHIBIT "A" and (a) complete, current, and historic financial statements; (b) current equipment rental agreements, including any amendments or modifications, and complete historic accounting of each such agreement; (c) completion of due diligence, inspection, and appraisal of Equipment Property; (d) all past and current environmental inspections, permits, reports, and surveys thereof; (e) any and all past and existing UCC filings relating thereto; (f) all Equipment Property designs, plans and specifications pertaining to the Equipment Property; and, (g) Seller shall also provide Purchaser an Estoppel Certificate and Landlord Waiver for each Equipment Property asset being conveyed by Seller to Purchaser dated as of the closing; (h) Seller shall warrant and covenant to Purchaser hereof the exclusive rights of parties in possession ownership of the Equipment Property to be sold, conveyed, and transferred to Purchaser hereof by General Warranty Deed of Fee Simple Title to the sole satisfaction of Purchaser.
6. **Legal Description of Equipment Property.** See EXHIBIT "A" (six pages) attached hereto and incorporated herein by reference. It is acknowledged by the Parties hereto that such documents were provided to Purchaser by WPS and through Consultant and may be subject to legal modifications as necessary in the sole discretion and to the satisfaction of Purchaser and Purchaser's legal advisors as the case may be.
7. **Earnest Money.** Fifty thousand DOLLARS (\$50,000.00) as a Bank Letter of Credit or cash as Purchaser may desire shall be deposited by Purchaser with Partners Title Company, 712 Main Street, Houston, Texas 77002, along with the fully executed copy of the Formal Documentation as previously described in Paragraph 4 herein above. The Earnest Money deposited shall be fully credited to the purchase price, at the closing of this transaction, at the sole option of Purchaser hereof.
8. **Seller/Lessee Duties.** Prior to the preparation of the Formal Documentation as more fully described in Paragraph 4 herein above, WPS agrees to provide complete, current, and historic financial documents and records concerning WPS's complete business operations along with copies of all documents and records specifically relating to the Equipment Property. Seller agrees that during the term of the Leaseback, all customer payments due relating to the rental of the Equipment Property now owned by Purchaser will be directed by WPS directly to Purchaser's designated bank lockbox or other such address as designated by Purchaser from time-to-time.
9. **Primary Leaseback Terms.** Equipment Property shall be conveyed by Seller to Purchaser and Seller agrees to immediately Leaseback said Equipment Property from Purchaser at closing. All customer rental payments regarding Equipment Property previously due Seller shall be made without demand directly to Purchaser's designated bank lockbox account. Purchaser/Lessor will promptly report all income and disbursements to Seller/Lessee. All payments received by Purchaser/Lessor shall first be applied to any amount due Purchaser/Lessor. Seller/Lessee will make consecutive monthly payments to Purchaser/Lessor and

December 20, 2004

Page 3 of 5

such payments shall be equal to the sum total of all customer rental payments due for Equipment Property and designated by Seller/Lessee as Monthly Rental Revenue on EXHIBIT "A" attached hereto. If received by Purchaser, all payments designated as Monthly Maintenance Revenues in the various customer rental contracts will be promptly disbursed to Seller/Lessee in payment of maintenance and other services for equipment as contractually agreed for the Equipment Property. The first and last month's lease payments will be due at closing.

10. Initial Term. The Initial Term of the leaseback shall be eighty four (84) months. Seller/Lessee agrees to remit eighty four (84) consecutive monthly lease rental payments to Purchaser/Lessor such monthly payments due Purchaser/Lessor shall at no time be less than One hundred twenty five thousand DOLLARS (\$125,000).
11. Purchase Upon Termination. At the end of the Initial Term, WPS shall have the obligation to re-purchase the Equipment Property from Purchaser for Seven million nine hundred twenty five thousand DOLLARS (\$7,925,000) due in cash on the first day of the eighty fifth (85<sup>th</sup>) month from the date of closing hereof as between Purchaser and WPS.
12. Definitions. The term Business Days as used herein is agreed to mean 8:00 AM to 5:00 PM, Central Standard Time, Monday through Friday, not including United States Federal or Texas State holidays.
13. Severability. In the event that any of the terms, conditions or covenants of this Letter of Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and effect shall give rise to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid.
14. Non-Disclosure. Except as may be required by applicable law, neither Purchaser or Seller(s) shall make any public announcement or otherwise disclose to any third party the existence, contents and nature of this Letter of Agreement without the prior written consent of both parties. This provision shall not apply to any related consultant, attorney, advisor, closing agent, and/or employee of either Purchaser or Seller(s) acting in connection with this Letter of Agreement.
15. Applicable Law. This Letter of Agreement and the Purchase and Sale Agreement shall be construed in accordance with and governed by the laws of the United States of America. If any party brings legal action to enforce any right or obligation under either, jurisdiction shall lie exclusively in Houston, Harris County, Texas.
16. Option Fee. Purchaser agrees to pay Seller an Option Fee of One Thousand DOLLARS (\$1,000.00) within three business days of receipt of Seller's acceptance of this Letter of Agreement in consideration of such acceptance. The sufficiency of the consideration is acknowledged by the Parties. Execution of this Letter of Agreement and acceptance of the Option Fee by Seller shall grant Purchaser an exclusivity right (the "Exclusivity") under which Seller agrees not to solicit, offer,

Case 4:05-cv-01101  
DW

Letter of Agreement

December 20, 2004

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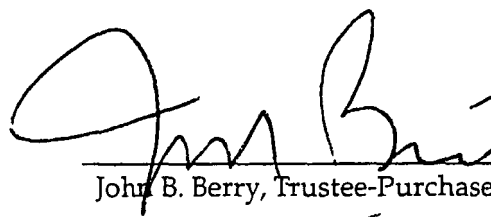
or hold discussions with any third party regarding the sale of the Seller's Equipment Property herein described.

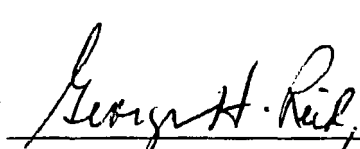
17. Interest in Future Transactions. For a period equal to the Initial Term, WPS grants Purchaser the first and exclusive right to consider any and all future WPS Equipment Property Sale/Leaseback transactions and WPS and Purchaser hereof further agree any of these future transactions will occur under substantially the same terms and conditions as contained herein at Purchaser's option. During this term, WPS further grants Purchaser the first right of review to any other leasing or financing transaction involving WPS equipment.
18. Consultants and Brokers. Seller warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Letter of Agreement except Consultant. Seller has agreed to pay Consultant pursuant to an existing Consulting Services Agreement dated as of July 13, 2004 and executed by Seller on July 14, 2004 and by Consultant on July 16, 2004. It is hereby acknowledged by both Seller and Purchaser hereof that, George H. Reid and/or George H. Reid Investments, Inc. may or may not also act in the capacity as Principal in the transaction described herein. The Parties to the existing Consulting Services Agreement as between George H. Reid Investments, Inc. and WPS, Inc. hereby agree that the Consulting Services Agreement may be disclosed and delivered to Partners Title Company ATTN: Jim Suttles for the purpose of the payment of the compensation in cash, in full at closing.
19. Authority. The undersigned each represent, warrant, and covenant the possession of the power and authority to execute this Letter of Agreement.
20. Acceptance. This offer of Purchase shall be deemed to be refused and withdrawn if Purchaser hereto has not received written acceptance to the terms and conditions hereof by 5:00 PM on December 29, 2004.

This Letter of Agreement shall be binding upon the Parties hereto, their heirs, successors, legatees, nominees and/or assigns.

Respectfully Submitted,

CONSULTANT:  
GEORGE H. REID INVESTMENTS, INC.

  
John B. Berry, Trustee-Purchaser

 By: George H. Reid, President

Date: 12-22-04

Address: 4265 San Felipe, Suite 1100  
Houston, Texas 77027

Address: PO Box 56443  
Houston, Texas 77256

liu

Letter of Agreement

December 20, 2004  
Page 5 of 5

SELLER: (Authorized Signatory(s) Only):

AGREED and ACCEPTED this 28 day of December, 2004.

WILLIAMSON PRODUCTION SERVICES, INC. (WPS, Inc.)

By: [Signature] / Date: 12/28/04  
Seth Williamson, President

Printed Name: Seth Williamson  
Title: President

By: [Signature] / Date: 12/28/04

Printed Name: Scott Thomas  
Title: Secretary

Address: 1110 Unifab Road, Suite A  
New Iberia, LA 70560

Corporate Seal



## WPS

EXHIBIT "A"

## Unit Listing

Page 1 of 6

Unit #	Customer	Lease Name	Customer's Ship Date	Engine	Frame	STAGE 1 CYL BORE	STAGE 2 CYL BORE	STAGE 3 CYL BORE	ENGINE RPM	Cooler	Coupling	BHP
1001	W & T	High Island 389	Shipped	3516 TALE	5C-VIP-4	9 1/4	5 1/2		1400	L144	FSH-60-26	1340
1002	Century	SS-154E	Shipped 10-10-02	L 7042 GSI	5C-VIP-4	12 1/2	8 1/4	5	1200	L144	FSH 70-28	1478
1003	AEDC	Vermillion 86A	Shipped 8-15-03	3508 TALE	5C-VIP-2	6 1/2	5 1/2		1400	L108		630
1004	Master Resources	Aggie Junction #2	Shipped 8-17-03	3516 TALE AFR	Ram54	(2) 14	8 1/2	6 1/2	1400	L144	FSH-60-26	1340
1005	UC/Unocal	Fresh Water Bayou	Shipped 5-19-03	3512 TALE	Ram54	(2) 11	9 1/2	5 1/2	1400	L132	FSH-60-26	945
1008	Chapman/Houston Exploration	SML-253A	Shipped 4-11-03	F 3521 GSI	Ram52	7	6 1/2		1200	L96S	FSH 60-28	738
1009	Master Resources	Aggie Junction #1	Shipped 7-9-03	F 3521 GSI	Ram54	(2) 9 5	(2) 6 5		1200	L120	FSH 60-28	738
1010	Hilcorp	North Maurice Field	1 Dec 2003	3306 TA	Gemini H302	5 1/2	3 1/2		1800	J84		145
1013	Good Rich Resources	Second Bayou - WPS purchased this Pkg. from CSI	Shipped 8-18-03	G3508	JGE/2	13 1/2	9 3/4	5 1/2	1400	J7E		630
1015	Arena Offshore	Brazos 52-C Platform, Offshore LA	Shipped 10-28-03	3508 TALE	JGE/2	8 3/8	5 1/8		1400	L108		630
1012	Bass Enterprises	The George Ranch	Shipped 11-4-03	3520B	WH64	7 1/2	6 3/4		1350	L156EF	FSH 75-26	1675
1007	EnerVest	Garden Island Bay	20-Jan-2004	3520 TALE	Ram54	(2) 14	9 1/2	6 1/2	1350	L156EF	FSH-70-26	1674
1016	ATP Oil & Gas Corp	Brazos 544 A Freeport, TX	original ship date 1-9-04 actual ship date will be 2-5-04	3508 TALE	RAM52	7	6		1400	108EF		630
1017	EnerVest	Bay De Chene	original ship date 1-9-04 actual ship date will be 2-15-04	3516 TALE AFR	JGT/4	(2) 14 1/8	12	6 3/4	1400	L156EF	FSH-60-26	1340
1006	Spinaker	HI 197A	original ship date 1-9-04 actual ship date will be 2-25-04	3516 TALE AFR	RAM 54	(2) 6 5	(2) 5 5		1400	L144EF		1340
1011	Stock	Planned, NO EQUIPMENT		3508 TALE	JGE/2	13 1/2	9 1/8	5 1/2	1400		FSH 50-26	0

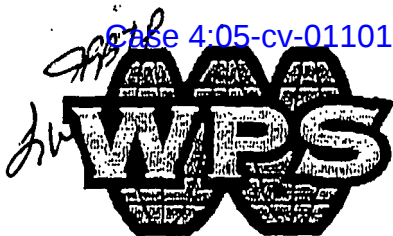
8/17/2004

7/11/05  
2W

# WPS Unit Listing

Unit #	Customer	Lease Name	Customer's Ship Date	Engine	Frame	STAGE 1 CYL BORE	STAGE 2 CYL BORE	STAGE 3 CYL BORE	ENGINE RPM	Cooler	Coupling	BHP
1018	Stock	Planned, NO ENGINE		No Engine	JGJ/4	(2) 8 7/8	12 1/2	7 7/8	1400	L156EF	FSH-75-25	1340
1014	Stock	Complete Ready to Ship		F350T GSII in Inventory	Ram64	(2) 8 5/8	(2) 5 5/8		1200	L128	FSH 50-25	724
1019	Oakhill (OGS)	Thompson	1-Jun-2004	3508 TALE	JGE/2	12 1/2	9 5/8		1400	108		630
1020	Oakhill (OGS)	Garrett	1-Jun-2004	3408TA	JGJ/4	(2) 8 3/8	(2) 4 5/8		1800			425
1021	Oakhill (OGS)	Lake Cherokee	1-Jun-2004	3408TA	JGJ/4	(2) 8 3/8	(2) 5 1/2		1800			425
1022	Oakhill (OGS)	Freeman A-1	1-Jun-2004	3408TA	JGJ/2	11	8 3/8		1800			425
1023	Oakhill (OGS)	Williamson	6/1/2004 - WPS will buy this package from 77777	3306	JGA/2	7 1/2	5 1/2					
1024	Oakhill (OGS)	Della	1-Jun-2004	3408TA	JGJ/2	11	8 3/8		1800			425





## FAX COVER SHEET

1110 Unifab Road, Suite A

New Iberia, LA 70580

Phone: (337) 560 - 7700

☐ Fax: (337) 560 - 7840 Main Office

☐ Fax: (337) 560 - 7841 Accounting

To:	Brian Engle	From:	George Reid
Company:	WPS		GHRINV.
Fax:	713 439 7979	Pages (incl. cover):	7
Phone:		Date:	11-11-04
Re:		CC:	

☐ Urgent   ☒ For Review   ☐ Please Comment   ☐ Please Reply   ☐ For Your Information

● Comments: Per our conversation

\*\*\*\*\*  
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QAS.T.P.  
LW

Four (4) Pages of this FAX  
relating to WPS & SG Interests  
have been OMITTED.

ABT  
LW



November 11, 2004

GHRINV  
Mr. George Reid  
P. O. Box 56443  
Houston, TX 77256

Re: WPS, Inc. Rental Fleet

George:

I am including in a separate document specific nomenclature regarding the Company's rental fleet, customer names, contract signing date, application, and etc. for your review.

As we discussed last week, Hanover Compression (HC) and Universal Compression Inc. (UCO) utilize a ten (10) year amortization schedule, and a 25 - 30 year depreciation model, respectively. The 30 year depreciation schedule used by Universal Compression was recently changed from 25 years, which was disclosed in a financial update that occurred within the last twenty-four months. Universal claims that the change more accurately represents the useful life of the product. Based on nominal technological changes in the natural gas engine industry this claim appears to be very accurate. Furthermore, you might recall that prior to my departure from Universal Compression I held the position of director of sales and engineering for Latin America. As director of sales I was responsible for asset management, DCF modeling for new cap-ex, with annual sales of approximately USD\$100. MM, and management of rental fleet asset valued in excess of USD\$250. MM.

Let me know if I can be of further assistance.

Regards,

Brian R. Engle  
Executive Vice-President

Unit	Customer	Original	Date	Ship	Start	Finish	Months	Monthly	Monthly	Total	Engine	Compresso	Rated	Service
Contract #	Name	Term in	Contract	Date	Date	Date	Remaining	Rental	Maint.	Monthly	Model	Model	HP	Application
		Months	Signing					Revenue	Revenue	Revenue			Rating	
1001**1001 W & T Offshore		24	8/21/2002	8/31/2002	8/31/2002	7/31/2004	0	\$13,650.00	\$1,000.00	\$14,650.00	G3516TALE	5C-VIP-	1255	Offshore
1002**1002 Idle							0				7042 GSI	316 5C-VIP-	1478	
1003**1003 AEDC		24	8/12/2003	8/15/2003	8/28/2003	7/28/2005	10	\$8,450.00	\$800.00	\$9,250.00	G3508TALE	5C-VIP-	630	Offshore
1004** Masters Resources C		12	9/18/2003	8/17/2003	9/19/2003	8/19/2004	0	\$13,500.00	\$1,500.00	\$15,000.00	G3516TALE	RAM 54	1255	Inland Water
1005** UNOCAL (see note)		24	3/27/2003	5/19/2003	5/28/2003	4/28/2005	5	\$13,500.00	\$0.00	\$13,500.00	G3512TALE	RAM 54	945	Inland Water
1006**1012 Spinnaker		12	11/18/2003	2/3/2004	3/10/2004	2/3/2005	4	\$15,400.00	\$1,250.00	\$16,650.00	G3516TALE	RAM 54	1340	Offshore
1007** Enveres/Garden Island		24	12/4/2003	2/3/2004	3/4/2004	2/3/2006	16	\$15,300.00	\$1,600.00	\$16,900.00	G3520TALE	RAM 54	1674	Inland Water
1008**1006 Houston Exploration		24	4/11/2003	4/11/2003	5/8/2003	4/8/2005	6	\$11,000.00	\$0.00	\$11,000.00	F3521GSI	RAM 52	738	Offshore
1009**1007 Masters Resources		24	5/11/2003	7/8/2003	7/8/2003	6/8/2005	9	\$8,500.00	\$1,000.00	\$9,500.00	F3521GSI	RAM 54	738	Onshore
1010**1008 Hilcorp		12	5/11/2003	7/10/2003	7/10/2003	7/10/2004	0	\$2,000.00	\$750.00	\$2,750.00	3306TAW	HPD2-2	145	Onshore
1011** TBD							0							
1012**1011 Bass Enterprises		24	10/3/2003	11/4/2003	11/13/2003	10/13/2005	13	\$15,900.00	\$1,000.00	\$16,900.00	G3520TALE	WH 64	1674	Onshore
1013**1009 Goodrich Petroleum		Monthly	8/1/2003	8/18/2003	8/18/2003	Monthly	0	\$8,750.00	\$500.00	\$9,250.00	G3508TALE	JGE2-3	630	Onshore
1014**1022 GMT		12	4/28/2004	5/3/2004	5/7/2004	5/7/2005	7	\$9,000.00	\$1,400.00	\$10,400.00	F3521GSI	RAM 54	738	Onshore
1015**1010 Arena Offshore		12	9/3/2002	10/28/2003	10/28/2003	9/28/2004	0	\$9,000.00	\$800.00	\$9,800.00	G3508TALE	JGE2-2	630	Offshore
1016**1014 ATP		24	1/30/2004	1/15/2004	3/22/2004	1/15/2006	15	\$9,000.00	\$812.00	\$9,812.00	G3508TALE	RAM 52	630	Offshore
1017**1015 Enveres/Bay DeChan		24	12/4/2003	1/15/2004	3/1/2004	1/15/2006	15	\$16,200.00	\$1,250.00	\$17,450.00	G3516TALE	JGT4-3	1340	Onshore
1018**NSC Oakhill		42	9/8/2004	11/15/2004	TBD	5/15/2008	42	\$16,000.00	\$2,270.00	\$18,270.00	G3520TALE	JGT4-2	1674	Onshore
1019**1016 Oakhill/OGS		60	6/11/2004	6/17/2004	6/17/2004	6/17/2009	54	\$6,050.00	\$1,200.00	\$7,250.00	G3508TALE	JGE2-2	630	Onshore
1020**1018 Oakhill/OGS		60	3/10/2004	6/24/2004	6/24/2004	6/24/2009	54	\$4,250.00	\$950.00	\$5,200.00	G3408TALE	JGJ4-2	425	Onshore
1021**1017 Oakhill/OGS		60	3/10/2004	6/18/2004	6/18/2004	6/18/2009	54	\$4,800.00	\$1,000.00	\$5,800.00	G3408TALE	JGJ4-2	425	Onshore
1022**1019 Oakhill/OGS		60	3/10/2004	6/8/2004	6/8/2004	6/8/2009	54	\$4,250.00	\$950.00	\$5,200.00	G3408TALE	JGJ2-2	425	Onshore
1023**1021 Oakhill/OGS		60	3/10/2004	6/9/2004	6/9/2004	6/9/2009	54	\$2,000.00	\$700.00	\$2,700.00	G3306TAW	JGA2-2	195	Onshore
1024**1020 Oakhill/OGS		60	3/10/2004	6/23/2004	6/23/2004	6/23/2009	54	\$4,250.00	\$950.00	\$5,200.00	G3408TALE	JGJ2-2	425	Onshore

9B.T.F.  
LW



**WILLIAMSON PRODUCTION SERVICES, INC.**

1110 Unifab Rd.  
Suite A  
New Iberia, LA 70560  
Phone: (337) 560 - 7700  
Fax: (337) 560 - 7841

December 30, 2004

Mr. John B. Berry, Trustee-Purchaser  
4265 San Felipe  
Suite 1100  
Houston, TX 77027

Please be advised that WPS, Inc. hereby rescinds its acceptance of the letter of agreement dated December 30, 2004 between WPS, Inc. and John B. Berry, Trustee-Purchaser. Our understanding of the proposed structure of the transaction was to include a monthly rental payment of \$125,000 per month and the transaction was to qualify as an "off balance sheet" transaction. We feel that this was made clear to all parties prior to the issuance of the letter. We are willing to enter into a discussion of a transaction with this structure. Unless we can negotiate on these issues, we cannot move forward with this transaction. Your check for \$1,000 is attached to this letter.

Please note that this letter is being forwarded within the three day rescission period.

Thanks,

Scott Thomas  
Chief Financial Officer  
WPS, Inc.

**EXHIBIT "8"**

## **EXHIBIT “B”**

CAUSE NO. 200508446

RECEIPT NO. 108517  
02-07-20050.00 MTA  
TR # 71677425PLAINTIFF: BERRY, JOHN B (TRUSTEE)  
vs.  
DEFENDANT: WPS INC (CORPORATION)In The 152nd  
Judicial District Court  
of Harris County, Texas  
152ND DISTRICT COURT  
Houston, TX

CITATION\_ (NON-RESIDENT)

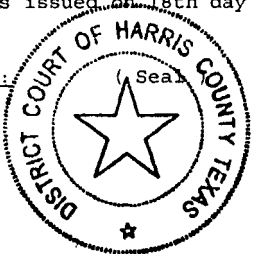
THE STATE OF TEXAS  
County of HarrisTO: WILLIAMSON, SETH  
1110 UNIFAB ROAD SUITE A NEW IBERIA LAAttached is a copy of PLAINTIFF'S ORIGINAL PETITIONThis instrument was filed on the 7th day of February, 2005, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 18th day of February, 2005, under my hand and seal of said Court.

Issued at request of:

BOUSQUET, THOMAS G.  
5718 WESTHEIMER #700  
HOUSTON, TX 77057  
Tel: (832) 251-3501  
Bar No.: 2717000CHARLES BACARISSE, District Clerk  
Harris County, Texas  
301 Fannin Houston, Texas 77002  
(P.O. Box 4651, Houston, Texas 77210)BY Mary L Nicholas  
Deputy NICHOLAS, MARY L 8F6/RGX/7104128

STATE OF \_\_\_\_\_

OFFICER/AUTHORIZED PERSON RETURN

County of \_\_\_\_\_

PERSONALLY APPEARED before me, the undersigned authority, \_\_\_\_\_  
who being by me duly sworn, deposes and says that in the County of \_\_\_\_\_  
State of \_\_\_\_\_ he delivered to the within named defendants in person at the  
following times and places to wit:

NAME	DATE			TIME		PLACE
	MONTH	DAY	YEAR	HOURL	MIN	

a true copy of this notice, with a copy of:

accompanying same; and further, that he is an adult and is in no manner interested in this suit and is the person competent to make oath of the fact.

Affiant/Deputy

On this day, \_\_\_\_\_, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

I DO AND SUBSCRIBED BEFORE ME, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public

PRINT SIGNATURE

## **EXHIBIT “C”**





Civil Practice and Remedies Code because this lawsuit involves a written contract that expressly names said county for performance.

6. *Default.* Defendants defaulted in the performance of the Agreement. Plaintiff seeks specific performance of the contract and/or his damages and attorney's fees..

7. *Conditions Precedent.* All conditions precedent have been performed or have occurred.

8. *Fraud.* Defendants have attempted to defraud Plaintiff and Plaintiff seeks his damages and exemplary damages.

9. *Attorney's Fees.* Defendants' default has made it necessary for Plaintiff to employ the undersigned attorney to file suit. This claim was timely presented to Defendants and remains unpaid. Reasonable fees for the attorney's services rendered and to be rendered are at least \$100,000.00.

10. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

11. *Prayer.* Plaintiff prays that-

- a. Defendants be cited to appear and answer;
- b. Plaintiff be granted judgment for specific performance of the contract;
- c. Plaintiff be granted judgment for his damages and exemplary damages;
- d. Plaintiff be granted judgment for prejudgment and postjudgment interest on the matured, unpaid debt at the highest legal or contractual rate allowed by law;
- e. Plaintiff be granted judgment for at least \$100,000.00 as reasonable attorney's fees, with additional contingent amounts in the event of appellate proceedings;
- f. Plaintiff be granted judgment for all costs of court; and

g. Plaintiff be granted all further relief to which Plaintiff may be entitled.

Respectfully submitted,

BOUSQUET & JACKSON P.C.

By: 

THOMAS G. BOUSQUET

Texas Bar No. 02717000

5718 Westheimer #700

Houston, Texas 77057

Tel. (832)251-3501

Fax. (832)242-5607

ATTORNEY FOR PLAINTIFF

JOHN B. BERRY, TRUSTEE

PLAINTIFF DEMANDS A TRIAL BY JURY

7/3/05  
LW

**Letter of Agreement**

December 20, 2004

Mr. Seth Williamson, President  
Williamson Production Services, Inc.  
1110 Unifab Road, Suite A  
New Iberia, LA 70560

**ORIGINAL #1**

Re: Sale/Leaseback of Lease Fleet of Williamson Production Services, Inc. ("WPS" and "Seller") to various clients as Lessee's for Compressor Equipment property and all appurtenances thereto; as more fully described in EXHIBIT "A" containing six (6) pages attached hereto and incorporated herein by reference (the "Equipment Property").

---

Dear Mr. Williamson:

I, as Trustee-Purchaser, have received certain information regarding WPS and the above described Equipment Property from Seller and Seller's Consultant, George H. Reid Investments, Inc. ("Consultant"). Based on the information submitted, I, in my capacity as Trustee-Purchaser, herewith submit this Letter of Agreement offer to purchase and sale for said Equipment Property and the Leaseback of this Equipment Property by Seller subject to the following terms and conditions:

1. **Purchase Price.** Purchaser shall pay Seller the sum of Ten million five hundred eighty thousand DOLLARS (\$10,580,000.00) for the Equipment Property.
2. **Payment Terms.** All cash at closing. All payments described herein shall be in US Dollars only.
3. **Closing.** Closing of this transaction shall be on or before forty five (45) Business Days after execution and delivery to Seller (at Seller's address herein) by Purchaser, the Formal Documentation Purchase, Sale, and Leaseback Agreement as called for in Paragraph 4 hereof, to the office of Partners Title Company, 712 Main Street, Houston, Texas, Attn: Jim Suttles.
4. **Formal Documentation.** Within fifteen (15) Business Days after the execution of the Letter of Agreement by both Purchaser and Seller as the Parties hereto, Purchaser shall deliver to Seller a Purchase and Sale Agreement and Leaseback Agreement and other documentation (Formal Documentation) executed by Purchaser and such other documents as may be necessary in the sole discretion of Purchaser which Seller agrees to execute and return without delay. The Purchase and Sale Agreement, Leaseback Agreement, and other documents shall supersede and take precedence to this Letter of Agreement; and in the event any of the terms and conditions of this transaction shall vary between this Letter of Agreement and the Purchase and Sale Agreement, the terms and conditions of the Purchase and Sale Agreement and Leaseback Agreement and other documents shall prevail.

-continued-

JAG:TR.  
JW

Letter of Agreement

December 20, 2004

Page 2 of 5

5. **Purchaser Reviews.** This offer is subject to Purchaser's review and verification to Purchaser's sole satisfaction of any and all property, data, and facts, including and without limitation of all Equipment Property for this transaction as described on the attached EXHIBIT "A" and (a) complete, current, and historic financial statements; (b) current equipment rental agreements, including any amendments or modifications, and complete historic accounting of each such agreement; (c) completion of due diligence, inspection, and appraisal of Equipment Property; (d) all past and current environmental inspections, permits, reports, and surveys thereof; (e) any and all past and existing UCC filings relating thereto; (f) all Equipment Property designs, plans and specifications pertaining to the Equipment Property; and, (g) Seller shall also provide Purchaser an Estoppel Certificate and Landlord Waiver for each Equipment Property asset being conveyed by Seller to Purchaser dated as of the closing; (h) Seller shall warrant and covenant to Purchaser hereof the exclusive rights of parties in possession ownership of the Equipment Property to be sold, conveyed, and transferred to Purchaser hereof by General Warranty Deed of Fee Simple Title to the sole satisfaction of Purchaser.
  
6. **Legal Description of Equipment Property.** See EXHIBIT "A" (six pages) attached hereto and incorporated herein by reference. It is acknowledged by the Parties hereto that such documents were provided to Purchaser by WPS and through Consultant and may be subject to legal modifications as necessary in the sole discretion and to the satisfaction of Purchaser and Purchaser's legal advisors as the case may be.
  
7. **Earnest Money.** Fifty thousand DOLLARS (\$50,000.00) as a Bank Letter of Credit or cash as Purchaser may desire shall be deposited by Purchaser with Partners Title Company, 712 Main Street, Houston, Texas 77002, along with the fully executed copy of the Formal Documentation as previously described in Paragraph 4 herein above. The Earnest Money deposited shall be fully credited to the purchase price, at the closing of this transaction, at the sole option of Purchaser hereof.
  
8. **Seller/Lessee Duties.** Prior to the preparation of the Formal Documentation as more fully described in Paragraph 4 herein above, WPS agrees to provide complete, current, and historic financial documents and records concerning WPS's complete business operations along with copies of all documents and records specifically relating to the Equipment Property. Seller agrees that during the term of the Leaseback, all customer payments due relating to the rental of the Equipment Property now owned by Purchaser will be directed by WPS directly to Purchaser's designated bank lockbox or other such address as designated by Purchaser from time-to-time.
  
9. **Primary Leaseback Terms.** Equipment Property shall be conveyed by Seller to Purchaser and Seller agrees to immediately Leaseback said Equipment Property from Purchaser at closing. All customer rental payments regarding Equipment Property previously due Seller shall be made without demand directly to Purchaser's designated bank lockbox account. Purchaser/Lessor will promptly report all income and disbursements to Seller/Lessee. All payments received by Purchaser/Lessor shall first be applied to any amount due Purchaser/Lessor. Seller/Lessee will make consecutive monthly payments to Purchaser/Lessor and

AM  
DWLetter of Agreement

December 20, 2004

Page 3 of 5

such payments shall be equal to the sum total of all customer rental payments due for Equipment Property and designated by Seller/Lessee as Monthly Rental Revenue on EXHIBIT "A" attached hereto. If received by Purchaser, all payments designated as Monthly Maintenance Revenues in the various customer rental contracts will be promptly disbursed to Seller/Lessee in payment of maintenance and other services for equipment as contractually agreed for the Equipment Property. The first and last month's lease payments will be due at closing.

10. Initial Term. The Initial Term of the leaseback shall be eighty four (84) months. Seller/Lessee agrees to remit eighty four (84) consecutive monthly lease rental payments to Purchaser/Lessor such monthly payments due Purchaser/Lessor shall at no time be less than One hundred twenty five thousand DOLLARS (\$125,000).
11. Purchase Upon Termination. At the end of the Initial Term, WPS shall have the obligation to re-purchase the Equipment Property from Purchaser for Seven million nine hundred twenty five thousand DOLLARS (\$7,925,000) due in cash on the first day of the eighty fifth (85<sup>th</sup>) month from the date of closing hereof as between Purchaser and WPS.
12. Definitions. The term Business Days as used herein is agreed to mean 8:00 AM to 5:00 PM, Central Standard Time, Monday through Friday, not including United States Federal or Texas State holidays.
13. Severability. In the event that any of the terms, conditions or covenants of this Letter of Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and effect shall give rise to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid.
14. Non-Disclosure. Except as may be required by applicable law, neither Purchaser or Seller(s) shall make any public announcement or otherwise disclose to any third party the existence, contents and nature of this Letter of Agreement without the prior written consent of both parties. This provision shall not apply to any related consultant, attorney, advisor, closing agent, and/or employee of either Purchaser or Seller(s) acting in connection with this Letter of Agreement.
15. Applicable Law. This Letter of Agreement and the Purchase and Sale Agreement shall be construed in accordance with and governed by the laws of the United States of America. If any party brings legal action to enforce any right or obligation under either, jurisdiction shall lie exclusively in Houston, Harris County, Texas.
16. Option Fee. Purchaser agrees to pay Seller an Option Fee of One Thousand DOLLARS (\$1,000.00) within three business days of receipt of Seller's acceptance of this Letter of Agreement in consideration of such acceptance. The sufficiency of the consideration is acknowledged by the Parties. Execution of this Letter of Agreement and acceptance of the Option Fee by Seller shall grant Purchaser an exclusivity right (the "Exclusivity") under which Seller agrees not to solicit, offer,

Letter of Agreement

December 20, 2004  
Page 4 of 5

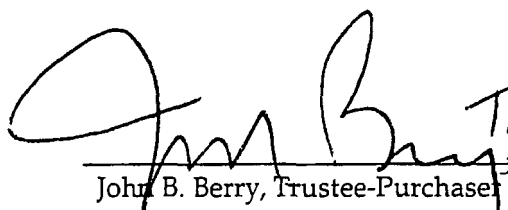
or hold discussions with any third party regarding the sale of the Seller's Equipment Property herein described.

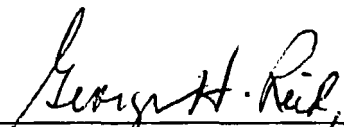
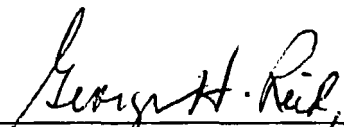
17. Interest in Future Transactions. For a period equal to the Initial Term, WPS grants Purchaser the first and exclusive right to consider any and all future WPS Equipment Property Sale/Leaseback transactions and WPS and Purchaser hereof further agree any of these future transactions will occur under substantially the same terms and conditions as contained herein at Purchaser's option. During this term, WPS further grants Purchaser the first right of review to any other leasing or financing transaction involving WPS equipment.
18. Consultants and Brokers. Seller warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Letter of Agreement except Consultant. Seller has agreed to pay Consultant pursuant to an existing Consulting Services Agreement dated as of July 13, 2004 and executed by Seller on July 14, 2004 and by Consultant on July 16, 2004. It is hereby acknowledged by both Seller and Purchaser hereof that, George H. Reid and/or George H. Reid Investments, Inc. may or may not also act in the capacity as Principal in the transaction described herein. The Parties to the existing Consulting Services Agreement as between George H. Reid Investments, Inc. and WPS, Inc. hereby agree that the Consulting Services Agreement may be disclosed and delivered to Partners Title Company ATTN: Jim Suttles for the purpose of the payment of the compensation in cash, in full at closing.
19. Authority. The undersigned each represent, warrant, and covenant the possession of the power and authority to execute this Letter of Agreement.
20. Acceptance. This offer of Purchase shall be deemed to be refused and withdrawn if Purchaser hereto has not received written acceptance to the terms and conditions hereof by 5:00 PM on December 29, 2004.

This Letter of Agreement shall be binding upon the Parties hereto, their heirs, successors, legatees, nominees and/or assigns.

Respectfully Submitted,

CONSULTANT:  
GEORGE H. REID INVESTMENTS, INC.

  
John B. Berry, Trustee-Purchaser

 By:   
George H. Reid, President

Date: 12-22-04

Address: 4265 San Felipe, Suite 1100  
Houston, Texas 77027

Address: PO Box 56443  
Houston, Texas 77256

Letter of Agreement

December 20, 2004  
Page 5 of 5

SELLER : (Authorized Signatory(s) Only):

AGREED and ACCEPTED this 28 day of December, 2004.

WILLIAMSON PRODUCTION SERVICES, INC. (WPS, Inc.)

By: [Signature] / Date: 12/28/04  
Seth Williamson, President

Printed Name: Seth Williamson  
Title: President

By: [Signature] / Date: 12/28/04

Printed Name: Scott Thomas  
Title: Secretary

Address: 1110 Unifab Road, Suite A  
New Iberia, LA 70560

Corporate Seal



## WPS

## Unit Listing

EXHIBIT "A"

Page 1 of 6

Unit #	Customer	Lease Name	Customer's Ship Date	Engine	Frame	STAGE 1 CYL BORE	STAGE 2 CYL BORE	STAGE 3 CYL BORE	ENGINE RPM	Cooler	Coupling	BHP
1001	W & T	High Island 389	Shipped	3516 TALE	5C-VIP-4	9 1/4	5 1/2		1400	L144	FSH-60-26	1340
1002	Century	SS-154E	Shipped 10-10-02	L 7042 GSI	5C-VIP-4	12 1/2	9 1/4	5	1200	L144	FSH 70-28	1478
1003	AEDC	Vermilion BGA	Shipped 8-15-03	3508 TALE	5C-VIP-2	6 1/2	5 1/2		1400	L108		630
1004	Master Resources	Aggie Junction #2	Shipped 9-17-03	3516 TALE AFR	Ram54	(2) 14	9 1/2	6 1/2	1400	L144	FSH-60-26	1340
1005	UC/Unocal	Fresh Water Bayou	Shipped 5-19-03	3512 TALE	Ram54	(2) 11	9 1/2	5 1/2	1400	L132	FSH-60-26	945
1008	Chapman/Houston Exploration	SMI-253A	Shipped 4-11-03	F 3521 GSI	Ram52	7	6 1/2		1200	L96S	FSH 60-28	738
1009	Master Resources	Aggie Junction #1	Shipped 7-9-03	F 3521 GSI	Ram54	(2) 9.5	(2) 6.5		1200	L120	FSH 60-28	738
1010	Hilcorp	North Maurice Field	1-Dec-2003	3306 TA	Gemini H302	5 1/2	3 1/2		1800	J84		145
1013	Good Rich Resources	Second Bayou - WPS purchased this Pkg from CSI	Shipped 8-18-03	G3508	JGE/2	13 1/2	9 3/4	5 1/2	1400	J7E		630
1015	Arena Offshore	Brazos 52-C Platform, Offshore LA	Shipped 10-28-03	3508 TALE	JGE/2	8 3/8	5 1/8		1400	L108		630
1012	Bass Enterprises	The George Ranch	Shipped 11-4-03	3520B	WH64	7 1/2	6 3/4		1350	156EF	FSH 75-26	1675
1007	EnerVest	Garden Island Bay	20-Jan-2004	3520 TALE	Ram54	(2) 14	9 1/2	6 1/2	1350	L156EF	FSH-70-26	1674
1016	ATP Oil & Gas Corp	Brazos 544 A Freeport, TX	original ship date 1-9-04 actual ship date will be 2-5-04	3508 TALE	RAM52	7	6		1400	108EF		630
1017	EnerVest	Bay De Chene	original ship date 1-9-04 actual ship date will be 2-15-04	3516 TALE AFR	JGT/4	(2) 14 1/8	12	6 3/4	1400	L156EF	FSH-60-26	1340
1006	Spinmaker	HI 197A	original ship date 1-9-04 actual ship date will be 2-25-04	3516 TALE AFR	RAM 54	(2) 6.5	(2) 5.5		1400	L144EF		1340
1011	Stock	Planned NO EQUIPMENT		3508 TALE	JGE/2	13 1/2	9 1/8	5 1/2	1400		FSH 50-25	0

8/17/2004

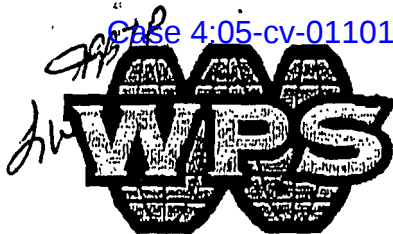
# WPS Unit Listing

EXHIBIT "A"  
Page 2 of 6

Unit #	Customer	Lease Name	Customer's Ship Date	Engine	Frame	STAGE 1 CYL BORE	STAGE 2 CYL BORE	STAGE 3 CYL BORE	ENGINE RPM	Cooler	Coupling	BHP
1018	Stock	Planned, NO ENGINE		No Engine	JGJ/4	(2) 8 7/8	12 1/2	7 7/8	1400	L156EF	FSH-75-26	1340
1014	Stock	Complete Ready to Ship		F352T G81 in Inventory	Frame 4	(2) 8 5/8	(2) 6 5/8		1200	L128	FSH-60-28	738
1019	Oakhill (OGS)	Thompson	1-Jun-2004	3508 TALE	JGE/2	12 1/2	8 5/8		1400	108		630
1020	Oakhill (OGS)	Garrett	1-Jun-2004	3408TA	JGJ/4	(2) 8 3/8	(2) 4 5/8		1800			425
1021	Oakhill (OGS)	Lake Cherokee	1-Jun-2004	3408TA	JGJ/4	(2) 8 3/8	(2) 5 1/2		1800			425
1022	Oakhill (OGS)	Freeman A-1	1-Jun-2004	3408TA	JGJ/2	11	8 3/8		1800			425
1023	Oakhill (OGS)	Williamson	6/1/2004 - WPS will buy this package from 77777	3306	JGA/2	7 1/2	5 1/2					
1024	Oakhill (OGS)	Delta	1-Jun-2004	3408TA	JGJ/2	11	8 3/8		1800			425

7/31/05  
2W

8/17/2004



## FAX COVER SHEET

1110 Unifab Road, Suite A

New Iberia, LA 70580

Phone: (337) 560 - 7700

☐ Fax: (337) 560 - 7840 Main Office

☐ Fax: (337) 560 - 7841 Accounting

To:	Brian Engle	From:	George Reid
Company:	WPS		GHRINV.
Fax:	713 439 7979	Pages (incl. cover):	7
Phone:		Date:	11-11-04
Re:		CC:	

☐ Urgent   ☒ For Review   ☐ Please Comment   ☐ Please Reply   ☐ For Your Information

● Comments: Per our conversation

\*\*\*\*\*  
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QAB.T.P.  
AW

Four (4) Pages of this FAX  
relating to WPS & SG Interests  
have been OMITTED.

ABT  
LN



November 11, 2004

GHRINV  
Mr. George Reid  
P. O. Box 56443  
Houston, TX 77256

Re: WPS, Inc. Rental Fleet

George:

I am including in a separate document specific nomenclature regarding the Company's rental fleet, customer names, contract signing date, application, and etc. for your review.

As we discussed last week, Hanover Compression (HC) and Universal Compression Inc. (UCO) utilize a ten (10) year amortization schedule, and a 25 - 30 year depreciation model, respectively. The 30 year depreciation schedule used by Universal Compression was recently changed from 25 years, which was disclosed in a financial update that occurred within the last twenty-four months. Universal claims that the change more accurately represents the useful life of the product. Based on nominal technological changes in the natural gas engine industry this claim appears to be very accurate. Furthermore, you might recall that prior to my departure from Universal Compression I held the position of director of sales and engineering for Latin America. As director of sales I was responsible for asset management, DCF modeling for new cap-ex, with annual sales of approximately USD\$100. MM, and management of rental fleet asset valued in excess of USD\$250. MM.

Let me know if I can be of further assistance.

Regards,

Brian R. Engle  
Executive Vice-President

Unit	Customer	Original	Date	Ship	Start	Finish	Months	Monthly	Monthly	Total	Engine	Compresso	Rated	Service
Contract #	Name	Term in	Contract	Date	Date	Date	Remaining	Rental	Maint.	Monthly	Model	Model	HP	Application
Months		Months	Signing					Revenue	Revenue	Revenue			Rating	
0001**1001 W & T Offshore		24	8/21/2002	8/31/2002	8/31/2002	7/31/2004	0	\$13,650.00	\$1,000.00	\$14,650.00	G3516TAL	Ene 5C-VIP-	1265	Offshore
0002**1002 Idle							0				7042 GSI	Dre 5C-VIP-	1478	
0003**1003 AEDC		24	6/12/2003	8/15/2003	8/28/2003	7/28/2005	10	\$8,450.00	\$800.00	\$9,250.00	G3508TAL	Ene 5C-VIP-	630	Offshore
1004** Masters Resources C		12	9/16/2003	9/17/2003	9/18/2003	8/19/2004	0	\$13,500.00	\$1,500.00	\$15,000.00	G3516TAL	RAM 54	1265	Inland Water
1005** UNOCAL (see note)		24	3/27/2003	5/19/2003	5/26/2003	4/26/2005	5	\$13,500.00	\$0.00	\$13,500.00	G3512TAL	RAM 54	945	Inland Water
0006**1012 Spinnaker		12	1/18/2003	2/3/2004	3/10/2004	2/3/2005	4	\$15,400.00	\$1,250.00	\$16,650.00	G3516TAL	RAM 54	1340	Offshore
1007** Enervest/Garden Islan		24	12/4/2003	2/3/2004	3/4/2004	2/3/2005	16	\$15,300.00	\$1,600.00	\$16,900.00	G3520TAL	RAM 54	1674	Inland Water
0008**1006 Houston Exploration		24	4/1/2003	4/11/2003	5/8/2003	4/8/2005	6	\$11,000.00	\$0.00	\$11,000.00	F3521GSI	RAM 52	738	Offshore
0009**1007 Masters Resources		24	5/1/2003	7/8/2003	7/8/2003	6/8/2005	9	\$8,500.00	\$1,000.00	\$9,500.00	F3521GSI	RAM 54	738	Onshore
1010**1008 Hilearp		12	5/1/2003	7/10/2003	7/10/2003	7/10/2004	0	\$2,000.00	\$750.00	\$2,750.00	3306TAW	HPD2-2	145	Onshore
1011** TBD							0							
1012**1011 Bass Enterprises		24	10/3/2003	11/4/2003	11/13/2003	10/13/2005	13	\$15,900.00	\$1,000.00	\$16,900.00	G3520TAL	WH 64	1674	Onshore
1013**1009 Goodrich Petroleum		Monthly	8/1/2003	8/18/2003	8/18/2003	Monthly	0	\$8,750.00	\$500.00	\$9,250.00	G3508TAL	JGE2-3	630	Onshore
0014**1022 GMT		12	4/28/2004	5/3/2004	5/7/2004	5/7/2005	7	\$9,000.00	\$1,400.00	\$10,400.00	F3521GSI	RAM 54	738	Onshore
0015**1010 Arena Offshore		12	9/3/2002	10/28/2003	10/28/2003	9/28/2004	0	\$9,000.00	\$800.00	\$9,800.00	G3508TAL	JGE2-2	630	Offshore
1016**1014 ATP		24	1/30/2004	1/15/2004	3/22/2004	1/15/2006	15	\$9,000.00	\$812.00	\$9,812.00	G3508TAL	RAM 52	630	Offshore
1017**1015 Enervest/Bay DeChen		24	12/4/2003	1/15/2004	3/1/2004	1/15/2006	15	\$15,200.00	\$1,250.00	\$16,450.00	G3516TAL	JG14-3	1340	Onshore
1018**NSC Oakhill		42	9/8/2004	11/15/2004	TBD	5/15/2008	42	\$16,000.00	\$2,270.00	\$18,270.00	G3520TAL	JGT4-2	1674	Onshore
0019**1016 Oakhill/OGS		60	6/1/2004	6/17/2004	6/17/2004	6/17/2009	54	\$6,050.00	\$1,200.00	\$7,250.00	G3508TAL	JGE2-2	630	Onshore
0020**1018 Oakhill/OGS		60	3/10/2004	6/24/2004	6/24/2004	6/24/2009	54	\$4,250.00	\$950.00	\$5,200.00	G3408TAL	JG14-2	425	Onshore
0021**1017 Oakhill/OGS		60	3/10/2004	6/18/2004	6/18/2004	6/18/2009	54	\$4,800.00	\$1,000.00	\$5,800.00	G3408TAL	JG14-2	425	Onshore
0022**1019 Oakhill/OGS		60	3/10/2004	6/8/2004	6/8/2004	6/8/2009	54	\$4,250.00	\$950.00	\$5,200.00	G3408TAL	JG12-2	425	Onshore
0023**1021 Oakhill/OGS		60	3/10/2004	6/9/2004	6/9/2004	6/9/2009	54	\$2,000.00	\$700.00	\$2,700.00	G3306TAW	JGA2-2	195	Onshore
1024**1020 Oakhill/OGS		60	3/10/2004	6/23/2004	6/23/2004	6/23/2009	54	\$4,250.00	\$950.00	\$5,200.00	G3408TAL	JG12-2	425	Onshore

7B.T.R.  
LW





1110 Unifab Rd.  
Suite A  
New Iberia, LA 70560  
Phone: (337) 560-7700  
Fax: (337) 560-7841

December 30, 2004

Mr. John B. Berry, Trustee-Purchaser  
4265 San Felipe  
Suite 1100  
Houston, TX 77027

Please be advised that WPS, Inc. hereby rescinds its acceptance of the letter of agreement dated December 30, 2004 between WPS, Inc. and John B. Berry, Trustee-Purchaser. Our understanding of the proposed structure of the transaction was to include a monthly rental payment of \$125,000 per month and the transaction was to qualify as an "off balance sheet" transaction. We feel that this was made clear to all parties prior to the issuance of the letter. We are willing to enter into a discussion of a transaction with this structure. Unless we can negotiate on these issues, we cannot move forward with this transaction. Your check for \$1,000 is attached to this letter.

Please note that this letter is being forwarded within the three day rescission period.

Thanks,

Scott Thomas  
Chief Financial Officer  
WPS, Inc.

EXHIBIT "8"



AUSTIN **BEAUMONT** HOUSTON  
www.germer.com

**JAMES W. HENGES**

jwhenges@germer.com

March 30, 2005

Mr. Charles Bacarisse  
District Clerk  
HARRIS COUNTY COURTHOUSE  
400 Civil Courts Building  
301 Fannin Street  
Houston, Texas 77002

**VIA HAND DELIVERY**

Re: *John B. Berry, Trustee. v. WPS, Inc., et al*; Cause No. 2005-08446 in the 152nd  
Judicial District Court of Harris County, Texas; GG File No. 56117

Dear Mr. Bacarisse:

Enclosed for filing in the above-referenced matter please find the original and one copy  
of the following:

- **Defendant, WPS, Inc.'s Answer to Plaintiff's Original Petition.**

By copy of this letter, all known counsel of record are being provided with a copy of  
same.

Please acknowledge receipt of this filing on the copy provided and return same to the  
undersigned via our courier.

If you have any questions or comments please feel free to contact me.

Sincerely,

**GERMER GERTZ, L.L.P.**

A handwritten signature in black ink, appearing to read "JWH", is written over the printed name of James W. Henges.

James W. Henges

JWH/bd  
Enclosure